

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

FILED/ACCEPTED
FEB 27 2012
Federal Communications Commission
Office of the Secretary

In re)	
)	
MARITIME COMMUNICATIONS/LAND	)	EB Docket No. 11-71
MOBILE, LLC	)	File No. EB-09-IH-1751
	)	FRN: 0013587779
Participant in Auction No. 61 and Licensee of)	
Various Authorizations in the Wireless Radio)	
Services)	
)	
Applicant for Modification of Various	)	Application File Nos. 0004030479,
Authorizations in the Wireless Radio Services	)	0004144435, 0004193028, 0004193328,
	)	0004354053, 0004309872, 0004310060,
Applicant with ENCANA OIL AND GAS (USA),	)	0004314903, 0004315013, 0004430505,
INC.; DUQUESNE LIGHT COMPANY; DCP	)	0004417199, 0004419431, 0004422320,
MIDSTREAM, LP; JACKSON COUNTY	)	0004422329, 0004507921, 0004153701,
RURAL MEMBERSHIP ELECTRIC	)	0004526264, 0004636537,
COOPERATIVE; PUGET SOUND ENERGY,	)	and 0004604962
INC.; ENBRIDGE ENERGY COMPANY,)	
INC.; INTERSTATE POWER AND LIGHT)	
COMPANY; WISCONSIN POWER AND)	
LIGHT COMPANY; DIXIE ELECTRIC)	
MEMBERSHIP CORPORATION, INC.;)	
ATLAS PIPELINE – MID CONTINENT, LLC;)	
DENTON COUNTY ELECTRIC)	
COOPERATIVE, INC. DBA COSERV)	
ELECTRIC; AND SOUTHERN CALIFORNIA)	
REGIONAL RAIL AUTHORITY)	

To: Pinnacle Wireless, Inc.

**ENFORCEMENT BUREAU'S FIRST SET OF INTERROGATORIES TO PINNACLE
WIRELESS, INC.**

1. Pursuant to Section 1.323 of the Commission's Rules, 47 C.F.R. § 1.323, the
Enforcement Bureau ("Bureau") hereby submits the following interrogatories to Pinnacle
Wireless, Inc. ("Pinnacle").

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2. Pinnacle shall deliver its responses to the offices of the Investigations and Hearings Division, Enforcement Bureau, Suite 4-C330, 445 12th Street, S.W., Washington, DC 20554 within 14 days of the date of service of these interrogatories.

3. The obligation of Pinnacle to answer these interrogatories is continuing in nature. Pinnacle has an obligation to provide in the future any and all additional responsive information that may come to its attention subsequent to its answering these interrogatories but not initially disclosed at the time, date and place set forth herein or in any supplemental answers that it submits. In this regard, Pinnacle must supplement its initial and any and all supplemental responses if it learns that, in some material respect, the responses initially provided, or as supplemented, were incomplete or incorrect or if additional responsive information is acquired by or has become known after its initial or any supplemental responses.

Definitions

a. As used herein, the term “you” or “your” or “Pinnacle” or “Pinnacle Wireless, Inc. ” means Pinnacle Wireless, Inc., including all other persons acting or purporting to act on its behalf, including all directors, officers, employees, managers, shareholders, general partners, limited partners, parents, subsidiaries, whether wholly or partially owned, affiliates, divisions, predecessors and successors-in-interest or other affiliated company or business, or agents, including consultants and any other persons working for or on behalf of any of the foregoing during the period January 1, 2002 through the present.

b. The terms/phrases “referring to,” “relating to” and/or “concerning,” as used herein, shall be interpreted broadly and shall include, but not be limited to, the following meanings: constituting, comprising, evidencing, reflecting, respecting, discussing, referring to, stating, describing, recording, noting, considering, embodying, evaluating, analyzing, mentioning,

containing, concerning, regarding, indicating, pertaining to, showing, bearing upon, studying, memorializing, or commenting upon, or any other term synonymous with or similar to the foregoing.

c. “State” and “describe” mean to set forth a complete and detailed statement of all information, circumstances and facts that refer to, relate to, reflect, comprise or bear upon the matter concerning which information is requested.

d. The terms “identify” and “identification” when used in reference to an individual person mean to state his full name, residence and business telephone numbers, and present residence and business addresses if known, and his present or last known title, position and business affiliation.

e. The terms “identify” and “identification” when used in reference to a person other than a natural person mean to state the full and official name of the business entity, its principal place of business, and the main telephone number of such business entity.

f. The terms “identify” and “identification” when used in reference to a document mean to state its date, type (e.g., memo, telecopy, email), and its authors, addressees, title, if any, and, if no title, a brief description of the subject matter of the document and its present or last known location and custodian. If any document once was, but is no longer, in your possession, custody, or control, state what disposition was made of it and the reason for such disposition.

g. The terms “identify” and “identification” when used in reference to any act, activity, practice, policy, effort, event, transaction, negotiation, discussion, conversation, occasion, occurrence, meeting, representation, agreement or communication, mean to: (a) describe the nature and substance of the act, activity, practice, policy, effort, event, transaction, negotiation, discussion, conversation, occasion, occurrence, meeting, representation, agreement or

communication; (b) state the date when and place where it occurred; and (c) identify each person who was a participant therein.

h. The term “and” also means “or” and the term “or” also means “and.”

i. The term “each” also means “every” and the term “every” also means “each.”

j. The term “all” also means “any” and the term “any” also means “all.”

k. The term "Document" means the complete original (or in lieu thereof, exact copies of the original) and any non-identical copy (whether different from the original because of notations on the copy or otherwise), regardless of origin or location, of any taped, recorded, transcribed, written, typed, printed, filmed, videotaped, punched, computer-stored, or graphic matter of every type and description, however and by whomever prepared, produced, disseminated, or made, including but not limited to any book, pamphlet, periodical, contract, agreement, correspondence, letter, facsimile, e-mail, file, invoice, memorandum, note, telegram, report, record, handwritten note, working paper, routing slip, chart, graph, photograph, paper, index, map, tabulation, manual, guide, outline, script, abstract, history, calendar, diary, agenda, minutes, marketing plan, research paper, preliminary drafts, or versions of all of the above, and computer material (print-outs, cards, magnetic or electronic tapes, disks and such codes or instructions as will transform such computer materials into easily understandable form) in the possession, custody, or control of Pinnacle.

l. “Discussion” means any assembly, congregation, encounter, meeting or conversation between or among two or more individuals for any purpose, whether or not planned, arranged, or scheduled in advance. “Discussion” includes, without limitation, all oral communications, whether or not in person, by telephone (including voicemails and similar recordings), or otherwise, and electronic communications (including emails) between two or more individuals.

m. “Communication” means any discussion or any written or electronic correspondence or recorded voice message of any kind.

n. “Employee” means any director, trustee, officer, employee, partner, corporate parent, subsidiary, affiliate or servant of the designated entity, whether active or retired, full-time or part-time, current or former, and compensated or not.

o. “Representative” means any consultant, expert, attorney, contractor or other individual or entity engaged by the designated entity to perform some task or assignment for the entity.

p. “Entity” means any corporation, company, partnership, proprietorship, joint venture, or business, as well as any governmental unit.

q. “Person” means any natural person or legal entity, including but not limited to any corporation, partnership, proprietorship, firm, trust, association, government entity, organization, or group of persons.

r. “Mobex” shall mean Mobex Network Services, LLC and any predecessor-in-interest, affiliate, parent company, wholly or partially owned subsidiary, other affiliated company or business, and all owners, including but not limited to, partners or principals, and all members, directors, officers, employees, managers or agents, including consultants and any other persons working for or on behalf of the foregoing at any time during the period January 1, 2002 through the present.

s. “Commission” or “FCC” means the Federal Communications Commission and all of its bureaus and offices.

t. “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

u. “Maritime” or “Maritime Communications/Land Mobile, LLC” means Maritime Communications/Land Mobile, LLC, including all other persons acting or purporting to act on its behalf, including all directors, officers, employees, managers, shareholders, general partners, limited partners, parents, subsidiaries, whether wholly or partially owned, affiliates, divisions, predecessors and successors-in-interest or other affiliated company or business, or agents, including consultants and any other persons working for or on behalf of any of the foregoing during the period January 1, 2002 through the present.

Instructions

a. The singular of a term includes the plural number and vice versa, any use of gender includes both genders, and a verb tense includes all other verb tenses where the clear meaning is not distorted by addition of another tense or tenses. Defined terms have the meaning provided above, whether or not they are capitalized below.

b. Unless otherwise specified, supply all annual data requested on a calendar-year basis; if any basis other than a calendar-year basis is used, such as to accommodate a fiscal-year basis, state as part of the response the nature and type of the basis so used.

c. Where an identified document has been destroyed, or is alleged to have been destroyed, state the reasons for its destruction, the names of the persons having any knowledge of its destruction, and the names of the persons responsible for its destruction.

d. Where an identified document is not in your possession, custody or control, state the names of the persons who have possession, custody or control of such document. If such document was in your possession, custody or control in the past but is no longer in your possession, custody or control, state what disposition was made of it, the reasons for such

disposition, identify any persons having any knowledge of such disposition, and identify the persons responsible for such disposition.

e. If any information called for by an interrogatory is withheld on the basis of a claim of privilege, the nature of the claim of privilege and the nature of the information in respect of which it is claimed shall be set forth. Where the claimed privileged subject matter forms only part of the entire document involved, indicate that such is the case and whether you will produce the document with the privileged portions blocked out or obliterated in a copy thereof.

f. If you object to any part of an interrogatory and refuse to answer that part, state your objection and answer the remaining portion of that interrogatory. If you object to the scope or time period of an interrogatory and refuse to answer for that scope or time period, state your objection and answer the interrogatory for the scope or time period you believe is appropriate (including in your answer a specific statement as to why you believe the scope or time period is inappropriate).

g. If the answer to any question is "None," or if a section is not applicable to your business, so indicate rather than leave the space blank.

h. Unless otherwise specified, supply all information requested for the period January 1, 2002 through the present.

INTERROGATORIES

1. Identify each agreement, contract or understanding, whether oral or written, that Pinnacle entered into with Maritime for the lease of spectrum licensed to Maritime and any documents related thereto (by document production number).

2. Identify the status of each agreement, contract or understanding that you identified in response to Interrogatory No. 1, above, indicating whether each such agreement, contract or understanding is still in effect or has been cancelled.

3. Identify each agreement, contract or understanding, whether oral or written, between Pinnacle and Mobex or Motorola concerning site-based authorization WRV374, and any documents related thereto (by document production number).

4. Identify by location number, transmitter address/area of operation, latitude/longitude coordinates, each location or frequency of site-based authorization WRV374 that is covered by the agreements, contracts or understandings that you identified in response to Interrogatory No. 1, above.

5. With regard to the locations or frequencies you identified in response to Interrogatory No. 4, above, specify the date(s) when construction of each such location or frequency commenced and the date(s) when construction was completed.

6. For any location or frequency of site-based authorization WRV374 that you did not identify in response to Interrogatory No. 4, above, describe as precisely as possible all facts and circumstances concerning the construction of any such location or frequency, including but not limited to, the date(s) when construction of each such location or frequency commenced, the date(s) when it was completed and including an identification of all documents (by document production number) or other evidence on which you now rely or will rely in support.

7. Specify the date on when each location or frequency of site-based authorization WRV374 was placed into operation.

8. In the event that any location or frequency of site-based authorization WRV374 was constructed but not placed in operation, explain why such location was not placed in operation.

9. State whether equipment or components installed at any location or frequency of site-based authorization WRV374 were ever removed and explain the circumstances under which such equipment or components were removed.

10. For each location or frequency of site-based authorization WRV374, identify Pinnacle's end user customers or subscribers who are actually paying for and using AMTS services.

11. State whether each location or frequency of site-based authorization WRV374 is interconnected, as that term is defined in Section 20.3 of the Rules, and if so, the date(s) on which each location or frequency of site-based authorization WRV374 became interconnected.

12. If any location or frequency of site-based authorization WRV374 is interconnected, explain how interconnection is accomplished.

13. Specify the period of time for which any location or frequency of site-based authorization WRV374 was not interconnected.

14. For any location or frequency of site-based authorization WRV374 that was placed in operation more than two years after grant of the authorization, specify the date when that location or frequency was placed in operation and explain why that location or frequency was placed in operation on that date.

15. For each location or frequency of site-based authorization WRV374, state whether it has been in continuous operation since it was first placed in operation and, if not, explain why not.

16. For each location or frequency of site-based authorization WRV374, state whether it has ever discontinued operating for any reason for a continuous period of one year or more. If so, (a) specify the date(s) when any such location or frequency of site-based authorization WRV374 discontinued operating and, if applicable, specify the date(s) when it resumed operating; and (b)

explain fully why any such location or frequency of site-based authorization WRV374 discontinued operating for a period of one year or more.

17. For each location or frequency of site-based authorization WRV374, state whether it is currently off the air and not operating. If so, explain why and for how long it has been off the air and not operating.

18. Describe the coverage area provided by each location or frequency of site-based authorization WRV374.

19. Identify all persons who, on behalf of Pinnacle, were involved in the following in any manner, at any time, and to any extent whatsoever:

- a. constructing any location or frequency of site-based authorization WRV374;
- b. placing in operation any location or frequency of site-based authorization WRV374;
- c. operating or maintaining any location or frequency of site-based authorization WRV374;
- d. discontinuing operations of any location or frequency of site-based authorization WRV374;
- e. entering into any contracts, agreements, arrangements or understandings related to the purchase or lease of equipment and/or of real estate involved in the construction and/or placing into operation any location or frequency of site-based authorization WRV374; and/or
- f. the hiring of personnel or entities involved in the construction and/or placing into operation of any location or frequency of site-based authorization WRV374.

20. Identify any location or frequency of site-based authorization WRV374 that was not constructed in accordance with the requirements of the relevant license, including the geographic coordinates, antenna heights, and other technical parameters included on the license for site-based authorization WRV374, and, for each such location or frequency, explain why it was

constructed at variance to the license requirements and what steps, if any, you or others took to notify the FCC of this variation.

21. Identify the definition of “constructed” or “construction” you applied in responding to these Interrogatories.

22. Identify the definition of “operate” and/or “operating” and/or “operation” and/or “in operation” you applied in responding to these Interrogatories.

23. Identify the definition of “coverage” you applied in responding to these Interrogatories.

Respectfully,

P. Michele Ellison
Chief, Enforcement Bureau



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Deputy Chief
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February 27, 2012

CERTIFICATE OF SERVICE

Alicia McCannon, an Enforcement Analyst in the Enforcement Bureau's Investigations and Hearings Division, certifies that she has on this 27th day of February, 2012, sent by first class United States mail copies of the foregoing "ENFORCEMENT BUREAU'S FIRST SET OF INTERROGATORIES TO PINNACLE WIRELESS, INC." to:

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